

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JORDAN BURGOS, JOSE TEJADA,
DANIEL MURILLO, OMAR
GONZALEZ, JOHNATHAN
NESBITT, MATHEW LANCLOS,
RACHAEL DASILVA, SIMON
JIRIES, ROBERT COX, JAKE
DANHAUSEN, and SHANNON
MASON, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,
INC., et al.

Defendants.

Case No. 2:23-cv-02128-AB-SK

Assigned to Hon. André Birotte, Jr.;
Magistrate Judge Steve Kim

STIPULATED PROTECTIVE
ORDER

Complaint filed: Mar. 22, 2023

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends
2 only to the limited information or items that are entitled to confidential treatment
3 under the applicable legal principles. The parties further acknowledge, as set forth
4 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
5 Order does not entitle them to a file confidential information under seal; Civil Local
6 Rule 79-5 sets forth the procedures that must be followed and the standards that will
7 be applied when a party seeks permission from the court to file material under seal.

8

9 **B. GOOD CAUSE STATEMENT**

10 This action is likely to involve trade secrets, customer and pricing lists, and
11 other valuable research, development, commercial, financial, technical and/or
12 proprietary information and personal identifying information for which special
13 protection from public disclosure and from use for any purpose other than
14 prosecution of this action is warranted. Such confidential and proprietary materials
15 and information consist of, among other things, confidential business or financial
16 information, information regarding confidential business practices, or other
17 confidential research, development, or commercial information (including
18 information implicating privacy rights of third parties), information otherwise
19 generally unavailable to the public, or which may be privileged or otherwise
20 protected from disclosure under state or federal statutes, court rules, case decisions,
21 or common law. Accordingly, to expedite the flow of information, to facilitate the
22 prompt resolution of disputes over confidentiality of discovery materials, to ensure
23 adequately protect information the parties are entitled to keep confidential, to ensure
24 that the parties are permitted reasonable necessary uses of such material in
25 preparation for trial, to address their handling at the end of the litigation, and serve
26 the ends of justice, a protective order for such information is justified in this matter.
27 It is the intent of the parties that information will not be designated as confidential
28 for tactical reasons and that nothing be so designated without a good faith belief that

1 it has been maintained in a confidential, non-public manner, and there is good cause
2 why it should not be part of the public record of this case.

3

4 2. **DEFINITIONS**

5 2.1 Action: *Jordan Burgos et al v. American Honda Motor Co., Inc.*, Case
6 No. 2:23-cv-02128-AB-SK (C.D. Cal.), which has been consolidated with *Murillo v.*
7 *American Honda Motor Co., Inc.* (Case No. 5:23-cv-00593-AB-SK), and *Gonzalez v.*
8 *American Honda Motor Co., Inc.* (Case No. 2:23-cv-03082-AB-SK).

9 2.2 **Challenging Party:** a Party or Non-Party that challenges the
10 designation of information or items under this Order.

11 2.3 **“CONFIDENTIAL” Information or Items:** information (regardless of
12 how it is generated, stored, or maintained) or tangible things that qualify for
13 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
14 the Good Cause Statement.

15 2.4 **Conflicted Expert:** any consultant, investigator, or Expert (a) who is an
16 employee of an automobile or component part manufacturer competitor of any Honda
17 entity; (b) who was in the employ of an automobile or component part manufacturer
18 competitor of any Honda entity 1 year prior to the time disclosure is made; or (c) who
19 is serving as a consultant to an automobile or component part manufacturer
20 competitor of any Honda entity on matters relating to the vehicle component(s) at
21 issue in this litigation. Protected Material may not be disclosed under any
22 circumstances to a Conflicted Expert.

23 2.5 **Counsel:** Outside Counsel of Record and House Counsel (as well as
24 their support staff).

25 2.6 **Designating Party:** a Party or Non-Party that designates information
26 or items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL.”

28 2.7 **Disclosure or Discovery Material:** all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,
2 among other things, testimony, transcripts, and tangible things), that are produced
3 or generated in disclosures or responses to discovery in this matter.

4 2.8 Expert: a person with specialized knowledge or experience in a matter
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as
6 an expert witness or as a consultant in this Action.

7 2.9 House Counsel: attorneys who are employees of a party to this Action.
8 House Counsel does not include Outside Counsel of Record or any other outside
9 counsel.

10 2.10 Non-Party: any natural person, partnership, corporation, association,
11 or other legal entity not named as a Party to this action.

12 2.11 Outside Counsel of Record: attorneys who are not employees of a
13 party to this Action but are retained to represent or advise a party to this Action and
14 have appeared in this Action on behalf of that party or are affiliated with a law firm
15 which has appeared on behalf of that party, including support staff.

16 2.12 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 2.14 Professional Vendors: persons or entities that provide litigation
22 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)
24 and their employees and subcontractors.

25 2.15 Protected Material: any Disclosure or Discovery Material that is
26 designated as “CONFIDENTIAL.”

27 2.16 Receiving Party: a Party that receives Disclosure or Discovery
28 Material from a Producing Party.

1
2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only
4 Protected Material (as defined above), but also (1) any information copied or
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or
6 compilations of Protected Material; and (3) any testimony, conversations, or
7 presentations by Parties or their Counsel that might reveal Protected Material.

8 Any use of Protected Material at trial shall be governed by the orders of the
9 trial judge. This Order does not govern the use of Protected Material at trial.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Final disposition shall be
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
15 or without prejudice; and (2) final judgment herein after the completion and
16 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
17 including the time limits for filing any motions or applications for extension of time
18 pursuant to applicable law.

19
20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify so that other portions of the material, documents,
27 items, or communications for which protection is not warranted are not swept
28 unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating
5 Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
10 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the legend
18 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
19 contains protected material. If only a portion or portions of the material on a page
20 qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for
23 inspection need not designate them for protection until after the inspecting Party has
24 indicated which documents it would like copied and produced. During the
25 inspection and before the designation, all of the material made available for
26 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
27 identified the documents it wants copied and produced, the Producing Party must
28 determine which documents, or portions thereof, qualify for protection under this

1 Order. Then, before producing the specified documents, the Producing Party must
2 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
3 If only a portion or portions of the material on a page qualifies for protection, the
4 Producing Party also must clearly identify the protected portion(s) (e.g., by making
5 appropriate markings in the margins).

6 (b) for testimony given in depositions that the Designating Party identify
7 , within 30 days after the final transcript is delivered, as Protected Material. All
8 deposition testimony taken in this case shall be treated as Protected Material until
9 the expiration of the thirtieth day after the transcript is delivered to any party or the
10 witness. Within this time period, a Designating Party may serve a Notice of
11 Designation to all parties of record as to specific portions of the testimony that are
12 designated Protected Material, and thereafter only those portions identified in the
13 Notice of Designation shall be protected by the terms of this Order.

14 (c) for information produced in some form other than documentary and
15 for any other tangible items, that the Producing Party affix in a prominent place on
16 the exterior of the container or containers in which the information is stored the
17 legend “CONFIDENTIAL.” If only a portion or portions of the information
18 warrants protection, the Producing Party, to the extent practicable, shall identify the
19 protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive
22 the Designating Party’s right to secure protection under this Order for such material.
23 Upon timely correction of a designation, the Receiving Party must make reasonable
24 efforts to assure that the material is treated in accordance with the provisions of this
25 Order.

26

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time that is consistent with the Court's
2 Scheduling Order.

3 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
4 resolution process under Civil Local Rule 37-1 et seq.

5 6.3 The burden of persuasion in any such challenge proceeding shall be
6 on the Designating Party. Frivolous challenges, and those made for an improper
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
8 parties), may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it
11 is entitled under the Producing Party's designation until the Court rules on the
12 challenge.

13

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that
16 is disclosed or produced by another Party or by a Non-Party in connection with
17 this Action only for prosecuting, defending, or attempting to settle this Action.
18 Such Protected Material may be disclosed only to the categories of persons and
19 under the conditions described in this Order. When the Action has been
20 terminated, a Receiving Party must comply with the provisions of Section 13 below
21 (FINAL DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at
23 a location and in a secure manner that ensures that access is limited to the
24 persons authorized under this Order.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the Court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as
2 well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party, other than
7 a Conflicted Expert (see Section 2.4), to whom disclosure is reasonably necessary
8 for this Action and who have signed the "Acknowledgment and Agreement to Be
9 Bound" (Exhibit A);

10 (d) the Court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this Action and who have
14 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (g) the author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information;

17 (h) during their depositions, witnesses, and attorneys for witnesses, in
18 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
19 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
20 they will not be permitted to keep any confidential information unless they sign the
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
22 agreed by the Designating Party or ordered by the Court. Pages of transcribed
23 deposition testimony or exhibits to depositions that reveal Protected Material may
24 be separately bound by the court reporter and may not be disclosed to anyone except
25 as permitted under this Stipulated Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
7 shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order
9 to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this Protective Order. Such notification shall include
11 a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any information designated in this
16 action as “CONFIDENTIAL” before a determination by the court from which the
17 subpoena or order issued, unless the Party has obtained the Designating Party’s
18 permission. The Designating Party shall bear the burden and expense of seeking
19 protection in that court of its confidential material, and nothing in these provisions
20 should be construed as authorizing or encouraging a Receiving Party in this Action
21 to disobey a lawful directive from another court.

22

23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a
26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
27 produced by Non-Parties in connection with this litigation is protected by the
28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is
4 subject to an agreement with the Non-Party not to produce the Non-Party's
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party
7 that some or all of the information requested is subject to a confidentiality agreement
8 with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this Action, the relevant discovery request(s), and a reasonably
11 specific description of the information requested; and

12 (3) make the information requested available for inspection by the Non-
13 Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this Court within
15 30 days of receiving the notice and accompanying information, the Receiving Party
16 may produce the Non-Party's confidential information responsive to the discovery
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
18 not produce any information in its possession or control that is subject to the
19 confidentiality agreement with the Non-Party before a determination by the Court.
20 Absent a court order to the contrary, the Non-Party shall bear the burden and
21 expense of seeking protection in this Court of its Protected Material.

22

23 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person

1 or persons to whom unauthorized disclosures were made of all the terms of this
2 Order, and (d) request such person or persons to execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection,
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
11 procedure may be established in an e-discovery order that provides for production
12 without prior privilege review.

13 The production of privileged or work-product protected documents or
14 electronically stored information, whether inadvertent or otherwise, is not a waiver
15 of the privilege or protection from discovery in this case or in any other federal or
16 state proceeding. This provision shall be interpreted to provide the maximum
17 protection allowed by Federal Rule of Evidence 502(d).

18

19 12. MISCELLANEOUS

20 12.1 Right to Relief. Nothing in this Order abridges the right of any person
21 to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order, no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material

1 may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. If a Party's request to file Protected Material
3 under seal is denied by the court, then the Receiving Party may file the information
4 in the public record unless otherwise instructed by the court.

5

6 **13. FINAL DISPOSITION**

7 After the final disposition of this Action, as defined in Section 4
8 (DURATION), within 60 days of a written request by the Designating Party, each
9 Receiving Party must return all Protected Material to the Producing Party or destroy
10 such material. As used in this subdivision, "all Protected Material" includes all
11 copies, abstracts, compilations, summaries, and any other format reproducing or
12 capturing any of the Protected Material. Whether the Protected Material is returned
13 or destroyed, the Receiving Party must submit a written certification to the
14 Producing Party (and, if not the same person or entity, to the Designating Party) by
15 the 60 day deadline that (1) identifies (by category, where appropriate) all the
16 Protected Material that was returned or destroyed; and (2) affirms that the Receiving
17 Party has not retained any copies, abstracts, compilations, summaries, or any other
18 format reproducing or capturing any of the Protected Material. Notwithstanding this
19 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
20 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
21 deposition and trial exhibits, expert reports, attorney work product, and consultant
22 and expert work product, even if such materials contain Protected Material. Any
23 such archival copies that contain or constitute Protected Material remain subject to
24 this Protective Order as set forth in Section 4 (DURATION).

25 14. Any violation of this Order may be punished by any and all appropriate
26 measures including, without limitation, contempt proceedings and/or
27 monetary sanctions.

28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2
3

4 Dated: February 14, 2024

SHOOK, HARDY & BACON L.L.P.

5 By: /s/ Michael L. Mallow

Michael L. Mallow
Darlene M. Cho
Matt Light

6
7 Attorney for Defendant
8 American Honda Motor Co., Inc.
9

10 Dated: February 14, 2024

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23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
24

25 DATED: February 14, 2024
26

27 
28 Honorable Steve Kim
29 United States Magistrate Judge
30

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of Jordan Burgos et al v. American Honda Motor Company, Inc, Case No. 2:23-cv-02128-AB-SK (C.D. Cal.) I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

/s/ Michael L. Mallow

/s/ Michael L. Mallow